

**MARYLAND ENERGY ADMINISTRATION  
EmPOWER MARYLAND CHALLENGE/COMMERCIAL-INDUSTRIAL GRANT  
PROGRAM GRANT AGREEMENT**

**THIS GRANT AGREEMENT (the “Agreement”),** entered into by and between

**STATE OF MARYLAND  
MARYLAND ENERGY ADMINISTRATION**

60 West Street, Suite 300  
Annapolis, Maryland 21401

hereinafter “MEA”

and the

**[INSERT GRANTEE NAME].**

**[INSERT ADDRESS]**

hereinafter “Grantee”

**PREMISES**

The Maryland Energy Administration administers the Strategic Energy Investment Program set forth in Sections 9-20B-01 et seq. of the State Government Article as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. Among others, MEA has established a program known as the “EmPOWER Maryland Challenge/Commercial-Industrial Grant Program” (the “Program”) pursuant to the authority provided in Section 9-20B-05 of the State Government Article. The purpose of the Program is to provide competitive grants to implement and showcase ambitious upgrades to commercial and industrial buildings that reduce electricity usage by an estimated 20 percent or more.

MEA issued a notice of grant opportunity to apply for grants to be made available to a commercial or non-profit enterprise for energy efficiency measure upgrades for buildings owned by the enterprise that are located in Maryland.

Criteria for evaluating the application included: the projected amount of energy saved, percentage of matched or leveraged funds, demonstration of best practices or innovative technology; project feasibility; cost-effectiveness; and completeness and accuracy of energy savings and cost estimates.

Grantee submitted a grant proposal for [insert description of energy project].

MEA has determined that the Grantee's proposal meets the criteria for award and has selected [Grantee] to receive an award under the Program.

**NOW, THEREFORE**, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

I. Purpose of Grant

The purpose of this "EmPOWER Maryland Challenge/Commercial-Industrial Grant (the "Grant") is to provide funding for [insert description of energy project].

II. Project Description and Requirements

The Project Description, Implementation and funding requirements associated with this Grant and this Agreement are set forth in Attachment A hereto, which is incorporated in its entirety herein and made a part of this Agreement.

III. Amount and Duration of the Grant

(a) The total amount of the Grant is up to **XX Thousand Dollars (\$XX,000)**. The Grant is in effect as of the date on which MEA receives the original Agreement signed by both parties (the "Effective Date") and may remain in effect until May 31, 2015. All invoices and reports, including monthly Grant Progress Reports and Grant Expenditure Summary Reports, shall be presented to MEA by that date.

(b) Grant administrative costs are capped at a maximum of 10% of the total amount of the Grant. For this Grant, administrative costs cannot exceed a maximum of **XX Thousand Dollars (\$X,000)**.

(c) MEA may provide up to 50% of the total grant award upon the execution of the grant for incurred expenses that have been approved by MEA. The remaining amount will be paid upon project completion, which includes inspection of the installed equipment, in accordance with this Agreement.

IV. General Provisions

(a) Any expenditure of Grant funds that is not consistent with the purposes and restrictions stated in Attachment A may, in the sole judgment of MEA, be disallowed.

Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in Attachment A within two (2) years after the date of this Agreement.

(b) The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

(c) Grantee shall include in all of its contracts for work performed pursuant to the Grant and this Agreement a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. All insurance provided by the contractor must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. The Grantee shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(d) Grantee shall ensure that all work performed pursuant to the Grant and this Agreement is completed by contractors and/or staff holding all necessary certifications and licenses.

(e) For each building being modified through this Agreement, the Grantee must consult with the Maryland Historical Trust (MHT), or other approved historian, to complete a Section 106 review. The Section 106 review ensures that no historical property is "adversely affected" through this Program. Prior to receiving reimbursement from MEA, the Grantee must submit documentation to MEA showing that each building impacted by this Grant will have no adverse effect on a historical property.

(f) The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

(i) He or she is authorized to sign this Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth herein.

(ii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's

application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state of or the United States;

(iii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in soliciting contractors and/or purchasing goods or services to be used to execute the Grant has engaged in any procurement practice inconsistent with State Ethics Law regulating entities doing business with the State;

(iv) Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;

(v) Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State;

(vi) Grantee, if a health or social welfare organization as defined by Section 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403.

(vii) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;

(viii) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and

(ix) The Grantee is not in default on any financial obligation to the State or MEA.

## V. Reporting and Invoicing Requirements

(a) Annual: Within sixty (60) calendar days after the close of the State's fiscal year, which ends on June 30<sup>th</sup>, the Grantee shall provide to MEA an itemized statement of expenditures, showing how the funds were expended for that fiscal year. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least three (3) years after the date of this Agreement. MEA, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence on request, at any reasonable time within the retention period.

(b) The EmPOWER Clean Energy Communities Grant Program Monthly Grant Progress report and Grant Expenditure report ("Reports") and invoices ("Invoices") shall be submitted by the Grantee to MEA on a monthly basis. Reports and Invoices are due to MEA by the 10th day of the month following the previous month's reporting period. Reports and Invoices shall be sent to MEA at the following address:

**Maryland Energy Administration  
Commercial-Industrial Grant Program  
60 West Street, Suite 300  
Annapolis, MD 21401**

Monthly reports should be sent to the attention of the project manager assigned to your grant.

(c) Reports shall be submitted to MEA using the EmPOWER Maryland Challenge/Commercial-Industrial Monthly Project Status Report (Attachment B hereto) and the Grant Expenditure Report (Attachment C hereto).

(d) MEA reserves the right to require Reports to be submitted in the future, in whole or in part, through an electronic submission system.

(e) All Invoices must be submitted to MEA on Grantee letterhead. All invoices must contain the following information:

- MEA Grant number
- Grantee federal tax identification number
- Grantee contact information
- A detailed description of the equipment, material, and/or labor being invoiced

(f) Invoices must be submitted with supporting documentation to substantiate each Grant expense for which the Grantee is requesting reimbursement from MEA. Invoice supporting documentation includes, but is not limited to, vendor invoices, receipts, and timekeeping records, as appropriate. Failure to submit invoice documentation may result in the Grant reimbursement request being denied by MEA until sufficient documentation is submitted.

(g) Project reporting and invoicing shall begin the month that the Agreement is duly signed and executed by MEA's director or designee, and shall continue until the Grant funds have been completely expended or the Grantee has notified MEA in writing that no additional funding will be requested under the Grant.

(h) For monitoring and evaluation purposes, the Grantee shall make available to MEA, or its agents, all reports, activities logs, work sites, timelines, estimated and actual energy savings and/or generated, or other information related to the Grant activities at any reasonable time during the Grant duration and retention period.

(i) The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least three (3) years after the date of this Agreement. MEA, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence on request, at any reasonable time within the retention period.

(j) Grantee will be reimbursed all Grant funds in arrears when complete invoice and report documentation has been submitted to MEA. MEA shall have sole discretion to determine whether complete invoice and report documentation has been submitted. Under no circumstances will MEA fund grant monies for work that has yet to be performed or for costs that have yet to be incurred.

(k) No grant monies will be funded for costs or obligations incurred, or work performed, prior to the Effective Date of this Agreement.

## VI. MEA Access to Project Site and Ability to Use Project Information

(a) Grantee shall allow MEA access to the relevant building and structures so that MEA may perform monitoring visits to provide technical assistance and to ensure that project requirements are fully satisfied.

(b) The Grantee understands and agrees that MEA may use information about the project for reporting and marketing purposes, including but not limited to the project description, the physical address, business and building type, energy conservation measures, project costs, leveraged funds, energy and financial savings and picture and video of premises. MEA shall provide the Grantee an opportunity

to review and consult with MEA to assure that a written case study or a photo or video taken of its facility will not confidential business information.

VII. Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Agreement.

VIII. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

IX. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without prior written consent of MEA.

X. Amendments to the Grant

Any amendment to this Agreement shall be in writing and signed by both parties.

XI. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Nichele Parker, Program Manager  
Maryland Energy Administration  
(410) 260- 2604

(Or any such person as may be designated in writing by the Director of MEA.)

Grantee POC, Grantee POC Title  
[Grantee Name]  
XXX.XXX.XXX ext.XXX

(Or any other person as may be designated in writing by the Grantee's Authorized Signatory.)

## XII. Maryland Saved Harmless

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law.

## XIII. Environmental Standards and Liability

The Grantee shall ascertain and abide by all applicable environmental standards set by federal, state or local laws, rules or regulations related to the performance of the obligations pursuant to the Agreement (hereinafter referred to as “Environmental Standards”). The Grantee shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance.

In the event of any incident of non-compliance with Environmental Standards during the Term of the Agreement, the Grantee shall:

- (a) Give MEA immediate notice of the incident to the Agreement Representative, or designee, providing as much detail as possible;
- (b) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (c) Cooperate with MEA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law, the Grantee shall be liable for (a) all environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and (b) any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

## XIV. Merger

This Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.



XV. Failure to Adhere

Should the Grantee, or any of its officers or directors, fail to adhere to the terms and conditions of this Agreement, MEA or the State may require repayment of the Grant to the State Treasury, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or any other remedy allowed by law or equity.

**IN TESTIMONY WHEREOF, WITNESS** the hands and seals of the parties.

**[Grantee Name]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

**MARYLAND ENERGY ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Abigail Hopper, Director

Approved for Form and Legal Sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Sondra McLemore  
Assistant Attorney General

**Maryland Energy Administration  
EmPOWER Maryland Challenge/Commercial-Industrial Grant Program**

**[Grantee Name]  
Project Description**

**February 19, 2014**

**PROJECT DESCRIPTION**

**DELIVERABLES**

The following deliverables will be designed, purchased, developed, and implemented by [Grantee name]. Each of these deliverables shall include cost effective measures that directly contribute to energy savings and/or facilitate energy conservation behavioral practices.

**Historical Preservation Requirements**

- Prior to beginning construction, [Grantee name] shall provide MEA with documentation (“Documentation”) that a historical preservation review has been completed on [insert location(s)] to ensure that the proposed project will have no adverse effects on historical properties. Documentation shall consist of paperwork indicating that a building is not listed in the Maryland Inventory of Historical Properties (MIHP) or a Maryland Historical Trust (MHT) *Project Review Form* signed by a MHT reviewer, or another professional recognized by MHT to complete the historical preservation review, indicating that the proposed grant energy measures has been determined to meet one of the following conditions:
  - There are **NO HISTORIC PROPERTIES** in the area of potential effect.
  - The project will have **NO EFFECT** on historic properties.
  - The project will have **NO ADVERSE EFFECT** on historic properties.
  - The project will have **NO ADVERSE EFFECT WITH CONDITIONS**.

**Energy Efficiency Project Description**

- [Insert project specific scope of work]

**Reporting**

- Each month, [Grantee name] will submit monthly project progress to MEA using the Monthly Project Status Report (Attachment B).

**Invoicing**

- For each invoice submitted to MEA, [Grantee] will also submit a Grant Expenditure Report (Attachment C) outlining how the amount of the invoice was calculated.

**PROJECT SCHEDULE**

Within 30 days of the execution of this Grant by MEA, [Grantee name] shall furnish a proposed timeline for the completion of the Grant for MEA approval.

[Grantee name] will complete the design, development, implementation, and maintenance of the proposed project, including all invoicing and reporting, by May 31, 2015.

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